

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 of 37 PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. DTFH61-07-R-00100		4. TYPE OF SOLICITATION SEALED BID (IFB) NEGOTIATED (RFP) [x]		5. DATE ISSUED October 19, 2006	
						6. REQUISITION/PURCHASE NO. 06-0314	
7. ISSUED BY Federal Highway Administration Office of Acquisition Management 400 Seventh Street, SW, Room 4410 Washington, DC 20590		CODE: HAAM-40F		8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitation "offer" and "Offerors" mean "bid" and "bidder".

SOLICITATION

9. One original sealed offer and one e-mail copy for furnishing the supplies or services in the Schedule shall be received at the place specified in Section L of this solicitation. If the original copy is hand carried, it shall be brought to the depository located in **400 7th St., S.W., Room 4410**, by **4:15 pm** local time on **November 20, 2006**. **THIS REQUIREMENT IS FULL AND OPEN COMPETITION.**

CAUTION - LATE Submission, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are Subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Aimee Drewry Sarah Tarpgaard		B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS Aimee.Drewry@dot.gov Sarah.Tarpgaard@dot.gov
	AREA CODE 202 202	NUMBER 366-4211 366-5750	EXT.			

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OFFER (Must be fully completed by Offerors)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the Offerors) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	Calendar Days (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The Offerors acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFERORS	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE
AREA CODE	NUMBER	EXT.	18. OFFER DATE

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:				23. SUBMIT INVOICES TO ADDRESS SHOWN IN > (4 copies unless otherwise specified)	
10 U.S.C. 2304(c) () 41 U.S.C. 253(c) ()				ITEM	
24. ADMINISTERED BY (If other than Item 7)				25. PAYMENT WILL BE MADE BY	
CODE				CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA	
				(Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART-I

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

The Contractor shall furnish all necessary facilities, equipment, materials, and personnel, and shall perform all services necessary to perform this project entitled, "Improving the Quality of Pavement Profiler Measurement."

The total estimated amount for the performance of this contract is \$_____, which consists of the estimated cost of \$_____ and a fixed fee of \$_____.

All travel shall be reimbursed at cost in accordance with the Travel and Per Diem clause (reference Section G). Travel and per diem shall not exceed \$_____. This amount is contained within the total contract value as stated above.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

BACKGROUND

In the fall of 2002, the FHWA initiated a transportation pooled fund (TPF) study TPF 5(063) titled "Improving the Quality of Pavement Profiler Measurement." Twenty State highway agencies and the Federal Highway Administration (FHWA) have pooled their resources and their technical talent to develop a set of priorities to assist in accomplishing the study mission. Their number one priority is to provide support to build reference device(s) with a preference for multiple equipment manufacturers meeting the specified requirements.

In order to accomplish this priority, FHWA, on behalf of the pooled fund study Technical Advisory Committee (TAC), intends to award a contract, as a result of this Request for Proposal (RFP), to establish a benchmark testing procedure to assess if a reference device meets the specifications outlined in the "Critical Profiler Accuracy Requirements" (CPAR) report by Steve Karamihas with the University of Michigan Transportation Research Institute (UMTRI).

(Note: The CPAR report is a product from FHWA Western Federal Lands Highway Division (WFLHD) Agreement No: 04-A-17-0002, which was also funded under the TPF 5(063) pooled fund study. A copy of the CPAR report is available at the following web site:

<http://www.pooledfund.org/projectdetails.asp?id=280&status=4> and is listed in the Study Documents as "CPAR Final Report".)

FHWA anticipates that, as a result of this contract, the Contractor shall provide the inertial profiling industry with an established set of criteria and a location that will establish a benchmark testing procedure for a profile measurement reference(s) device and the process of verification of the reference device(s).

Urgency/Priority

Many States are using inertial profilers to conduct construction acceptance testing, either operated by the DOT's or by the pavement contractors. The more advanced State agencies are establishing certification programs to validate the equipment. Unfortunately, until an acceptable reference is established, the "true" profiles that form the foundation of these certification programs will be subject to intense scrutiny.

Objective

The objective of this contract is to provide the inertial profiling industry with an established set of criteria and a location that will establish a benchmark testing procedure for a profile measurement reference(s) device and the process of verification of the reference device(s).

Note: The first step in the task of verifying/validating/certifying a profiling device is to establish a reference profile or "benchmark" to which it can be compared. A reference profile is a series of sequential relative elevation measurements ideally recorded with a device having a resolution, accuracy, and precision that is demonstrably better than the profiler being validated.

Note: Chapter Seven of the CPAR report recommends a set of tests for qualifying candidate reference devices. Three types of tests are recommended: (1) profile measurement accuracy; (2) profile repeatability; and (3) longitudinal distance measurement accuracy. The testing program and analysis methods described in Chapter Seven of the CPAR report build on the findings and engineering decisions that appeared in the previous chapters of the report.

DELINEATION OF CONTRACTOR TASKS

NOTE: FHWA will consider for award proposals which deviate from Statement of Work if such proposals adequately demonstrate a plan for achieving the research objective. Task descriptions are intended to provide a framework for conducting research. The FHWA is seeking the insights of offerors on how to best achieve the research objective. Offerors are expected to describe benchmark testing plans that can be realistically accomplished within the constraints of available funds and contract time.

In order to meet the objective of this contract, the Contractor shall perform, as a minimum, the following tasks:

Task A: Benchmark Testing Plan Outline

The Contractor shall provide a Benchmark Testing Plan Outline based on the requirements of the Statement of Work. The outline shall include commentary and documentation on the Contractor's proposed testing plan for establishing ground truth for a reference profile device. This shall include reviewing the range of issues that are present when establishing a ground truth and potentially preparing alternative recommendations.

The benchmark testing methods developed under this contract shall provide accuracy to 0.2 mm. The Contractor shall identify the spacing required for benchmark testing measurement. The Contractor shall define the acceptance test methodology and the rating system.

The Contractor shall use the following limiting physical and environmental conditions for establishing the benchmark testing plan for potential reference devices:

- Grade: average grade not to exceed 1%, with no localized grade over 2% in any 100 ft. section.
- Curvature: minimum radius of curvature of 2,000 feet.
- 2% maximum on cross-slope.
- Temperature: 55 – 85 degrees Fahrenheit.
- Dry conditions.
- No pavement surface distresses.
- Function under any lighting conditions.
- Wind speed: not to exceed 15 mph.
- Data collection: minimum of 2.0 mph.

Deliverable: Within 30 calendar days from the effective date of the contract, the Contractor shall provide a Benchmark Testing Plan outline in Microsoft Word electronic format to the FHWA Contracting Officer's Technical Representative (COTR). The FHWA intends to use a Technical Advisory Committee (TAC) composed of technical representatives from the Transportation Pooled Fund Study TPF 5(063) participating State agencies to assist with the evaluation of the proposed Benchmark Testing Plan Outline. The COTR will provide recommendations and feedback to the Contractor within 30 days after receiving the outline. The Contractor shall revise and resubmit the Benchmark Testing Plan Outline based on the guidelines and recommendations provided by the FHWA COTR within 14 days from receiving the COTR feedback and shall submit one copy of the transmittal letter to the Contracting Officer (CO).

Note: The Benchmark Testing Plan Outline shall ensure full compliance with this Statement of Work, specifically with the specifications outlined under Task C.

Task B: Benchmark Testing Plan

The Contractor shall provide an interim benchmark testing plan that provides recommendations, guidelines, and rating factors for the benchmark testing of profile reference devices. The Contractor shall identify a physical layout and location of the testing facility and the evaluation processes where benchmark testing will take place.

As part of the interim benchmark testing plan, the Contractor shall provide a draft version of an American Association of State Highway Transportation Officials (AASHTO) provisional standard for the benchmark testing of a profiler reference device. The FHWA shall be responsible for the submittal of the proposed provisional standard to the AASHTO Subcommittee on Materials. The COTR will have 30 days to review the report and provide comments and feedback to the Contractor.

Deliverable: The Contractor shall provide an interim benchmark testing plan in Microsoft Word electronic format to the COTR within four months from the effective date of the contract. The FHWA intends to use a TAC composed of technical representatives from the Transportation Pooled Fund Study TPF 5(063) participating State agencies to assist with the evaluation of the interim benchmark testing plan. The TAC will review the interim benchmark testing plan within 30 calendar days of the Contractor submitting the interim testing plan to the COTR. The COTR will provide recommendations and feedback to the Contractor within 30 days after receiving the interim plan.

The Contractor shall revise and resubmit a final benchmark testing plan based on the guidelines and recommendations provided by the COTR within 14 days from receiving the COTR feedback. The Contractor shall provide a final benchmark testing plan that presents recommended benchmark testing for profile reference devices. The report shall include how and where the Contractor plans to proceed with the reference device benchmark testing.

Deliverable: The Contractor shall provide a final report in Microsoft Word electronic format that provides an evaluation process for the benchmark testing for pavement profiler reference devices to the COTR and shall submit one copy of the transmittal letter to the CO. The report shall include a draft AASHTO provisional standard for conducting benchmark testing. The report shall include a proposed plan for conducting the benchmark testing and evaluations.

Task C: Conduct Benchmark Testing

Note: The Contractor shall not proceed with Task C without receiving written approval from the COTR.

The Contractor shall coordinate and conduct the benchmark measurements and testing required for the evaluation of profiler reference device. The COTR shall provide a written notification to the Contractor when a potential reference device is ready for testing. The Contractor shall then coordinate the testing schedule with the equipment manufacturer within 30 days from receipt of the COTR's written notification.

The Contractor shall conduct the benchmark measurements on the evaluation course within 10 days prior to testing the reference devices. The Contractor shall conduct the benchmark testing, evaluation and ratings of profiler reference devices.

The Contractor shall provide the benchmark testing in similar environmental conditions that were present when the benchmark reference profile was obtained. The Contractor shall perform the benchmark testing program on a minimum of six pavement sections of diverse texture, pavement type, and roughness. The following have been identified as the minimum pavement surface types that the benchmark testing plan shall incorporate:

- (1) dense graded asphalt with small aggregate;
- (2) a fresh chip seal;
- (3) stone matrix asphalt or open graded asphalt;

- (4) transversely tined jointed concrete;
- (5) longitudinally ground concrete; and
- (6) longitudinally tined concrete.

Requirement: Test sections shall cover a range of roughness from 0.5 to 4.0 m/km (31.7 to 253.4 in/mi). They should not include significant distress or transverse roughness variation.

Requirement: On each section testing will cover one well-marked wheel path. At least one section will be 321.8 m (1,056 ft) long, and the rest will be about 160.9 m (528 ft) long.

FHWA anticipates that the evaluation of potential reference devices will span a twelve-month period. During this twelve-month time frame, FHWA estimates that the Contractor will be required to evaluate and re-evaluate a combined total of twenty-four potential reference devices.

If a potential reference device fails the benchmark testing, the manufacturer may resubmit the device for testing no sooner than 45 days after a failed evaluation.

Task D: Benchmark Test Evaluation Report

The Contractor shall provide a written report to the COTR and the equipment manufacturer that documents the results and conclusions for each of the profile reference devices that are tested under Task C above. The report shall include a pass or fail statement for each potential profile reference device and include the detailed performance evaluation.

Deliverable: The Contractor shall provide one copy of the evaluation report to each equipment manufacturer and to the COTR in hard copy and Adobe Acrobat (.pdf) electronic format that documents the proposed reference device performance. The Contractor shall deliver the report within 14 calendar days after completing the benchmark testing process.

Deliverable: The Contractor shall submit a final report to the COTR that summarizes the reference device testing process within 20 months from the effective date of the contract. The final report shall include the following:

- The total number of devices tested, including manufacturer and model of devices tested;
- The performance of each device;
- The total number of devices re-tested;
- The total number of devices that have passed the evaluation testing, including manufacturer and model of reference devices.

REQUIREMENTS FOR IMPLEMENTING SECTION 508 STANDARDS

In addition to the work requirements specified in this statement of work, vendors must ensure that all electronic documents that they prepare will meet the requirements of Section 508 of the Rehabilitation Act. The act requires that all electronic products prepared for the Federal

Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. Vendors can view Section 508 of the Rehabilitation Act (<http://www.access-board.gov/508.htm>) and the Federal IT Accessibility Initiative (Home Page) (<http://section508.gov/>) for detailed information.

The FHWA has determined that the accessibility requirements contained in the Electronic and Information Technology Accessibility Standards, Section 1194.22, “Web-based intranet and internet information and applications,” apply to this work. The standards are available at www.access-board.gov/sec508/508standards.htm. The following paragraphs summarize the requirements for preparing FHWA reports in conformance with Section 508 for eventual posting by FHWA to an FHWA-sponsored website. If you have further questions, please contact the FHWA contracting officer’s technical representative listed in this statement of work.

Electronic documents with images:

Provide a text equivalent for every non-text element in all publications prepared in electronic format. Use descriptions (such as, "alt" and "longdesc") for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format (as described in this statement of work) AND one text format that includes descriptions for all non-text images. “Text equivalent” means text sufficient to reasonably describe the image. For example, an image that is merely decorative requires only a very brief “text equivalent” description. However, if the image conveys information that is important to the content of the report, then text sufficient to reasonably describe that image and its purpose within the context of the report must be provided.

Electronic documents with complex charts or data tables:

When preparing tables that are heavily designed, provide adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.

Electronic documents with forms:

When electronic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and Submission of the form, including all directions and cues.

SECTION D - PACKAGING AND MARKING

There are NO articles for this section.

SECTION E - INSPECTION AND ACCEPTANCE

All work hereunder shall be subject to review by the Government.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://acquisition.gov/far>.

52.246-8 Inspection of Research and Development-Cost Reimbursement (MAY 2001)

SECTION F - DELIVERIES OR PERFORMANCE

PERIOD OF PERFORMANCE

All work and services required hereunder shall be completed on or before 20 months after the effective date of the contract.

PLACE OF DELIVERY

All deliverables and a copy of the quarterly reports (see Section G) under the contract shall be delivered F.O.B. Destination, under transmittal letter, to the COTR at the following address:

Federal Highway Administration
HRC-ATL
19900 Governors Dr., Suite 301
Olympia Fields, IL 60461
Attn: (to be filled in at award)

The quarterly progress report and other items as specified shall be delivered to the Contract Administrator at the following address:

Federal Highway Administration
Office of Acquisition Management
HAAM-40F, Room 4410
400 Seventh Street, SW
Washington, DC 20590
Attention: (to be filled in at award)

DELIVERABLES

The Contractor shall deliver the following items to the FHWA according to the schedule below. The Contractor shall deliver the following items in accordance with the format/quantity described below. One electronic copy of the transmittal letter for each of the items shall be submitted to the Contract Administrator.

Task	Item Description	Completion Date	Format/Quantity
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Task A	Benchmark Testing Plan Outline – Draft	One month from the effective date of the contract	One electronic copy in MS Word
Task A	Benchmark Testing Plan Outline– Final	14 days after receipt of COTR’s comments	
Task B	Interim Benchmark Testing Plan	Four months from the effective date of the contract	One electronic copy in MS Word
Task B	Final Benchmark Testing Plan	14 days after receipt of COTR’s comments	
Task C	Benchmark Testing	Eighteen months from the effective date of the contract	A benchmark test on each manufacturer’s reference device submitted. A reference device may be retested, which would be counted as another full benchmark test.
Task D	Evaluation Report	Within 14 days after completing benchmark testing.	One electronic copy in Adobe Acrobat (.pdf) file format and each one hard copy report for each potential reference device that is evaluated shall be provided to the equipment manufacturer and to the FHWA COTR.
Task D	Final Report	On or before 20 months from the effective date of the contract.	One electronic copy in MS word.
	Quarterly Progress Report	The 15th of the month following the end of each Quarter	

SCHEDULE OF WORK

All tasks set forth in the Statement of Work shall be performed in accordance with the work schedule as negotiated. Performance shall begin on the effective date of the contract.

52.242-15 STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately

comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:

- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Termination clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if:
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

52.247-34 F.O.B. Destination (NOV 1991)

SECTION G - CONTRACT ADMINISTRATION DATA

QUARTERLY PROGRESS REPORT

The Contractor shall furnish one hardcopy and one electronic copy of a quarterly letter-type progress report to the COTR and one electronic copy to the Contract Administrator on or before the 15th of the month following the quarter being reported. Each report shall contain concise statements covering the research activities relevant to the contract, including:

- (a) A clear and complete account of the work performed on each task.

- (b) An outline and schedule of the work to be accomplished during the next report period.
- (c) A description of any problem encountered or anticipated that will affect the completion of the contract within the time and fiscal constraints as set forth in the contract, together with recommended solutions to such problems, or a statement that no problems were encountered.
- (g) A chart showing current and cumulative expenditures by tasks versus planned expenditures.
- (h) A tabulation of the planned, actual and cumulative person-hours expended by the personnel identified in the Professional Staffing clause and key personnel clause of the contract.
- (i) Preliminary or interim results, conclusions, trends, or other items of information that the Contractor feels are of timely interest to the FHWA.

FUNDS AVAILABLE

- (a) Currently, funds in the amount of \$_____ are obligated to this contract.
- (b) The balance of funding under this contract (\$_____) will be obligated subject to availability of funds and formal modification to this contract by the Contracting Officer.
- (c) The clause entitled "LIMITATION OF FUNDS" applies to this contract. Any notification required on the part of the Contract shall be made in writing to the Contracting Officer. In the event that the contract is not funded beyond the estimated cost set forth in the schedule, the Contractor shall deliver to the Contracting Officer the data collected and the material produced or in process or acquired in connection with the performance of the project provided herein together with a summary report in five copies of its progress and accomplishments to date.

PAYMENT – COST REIMBURSEMENT

- (a) The Contractor may be reimbursed for direct and indirect costs incurred hereof as are allowable under the provisions of Subpart 31.2, 31.3, 31.6, or 31.7 (as applicable) of the Federal Acquisition Regulation in the not-to-exceed amount of \$_____ (to be negotiated), and subject to the Limitation of Funds Clause.
- (b) Pursuant to FAR Clause 52.216-8, Fixed Fee, the Government shall pay the Contractor on a monthly basis, the fixed fee amount as stated in Section B of the contract. After payment of 85 percent of the fixed fee, further payment of the fixed fee may be withheld until a reserve of either 15 percent of the total fixed fee or \$100,000, which ever is less, is set-aside. The subject withholding will be released to the Contractor after determination is made by the Contracting Officer that all contract requirements have been achieved.

Withholding of this amount requires no specific instruction from the Contracting Officer. Successful continued completion of the contract requirements shall be determined by the Contracting Officer.

- (c) The Contractor may request monthly interim payments for costs incurred during the performance of this contract. Each monthly interim payment request shall be supported by a statement of costs incurred by the Contractor in the performance of this contract and claimed to constitute allowable costs. Each monthly interim payment request shall be submitted in accordance with Attachment No. 1 under Section J, "FHWA Cost Reimbursement Billing Instructions" to be considered proper for payment. Prior approval of the Contracting Officer is required if the Contractor wishes to use a different payment request format. Request for payment shall be submitted concurrently to the Contract Administrator and the COTR.
- (d) In accordance with clause 52.232-25, "Prompt Payment," monthly interim payments will be made by the 30th day following receipt of proper request for payment by the designated billing office, unless audit or other review is considered necessary to ensure compliance with the terms and conditions of the contract. All interim payments hereunder will be made upon further determination by the Contracting Officer that the Contractor is making adequate progress toward successful contract completion.
- (e) Final invoice payment shall be made upon the Contracting Officer's determination that all contract requirements have been completed. The payment due date for final invoice shall be established in accordance with the clause 52.232-25.

INDIRECT COSTS

Pending the establishment of final indirect cost rates which shall be negotiated based on audit of actual costs as provided in Subpart 42.7 of the Federal Acquisition Regulation, the Contractor shall be reimbursed for allowable indirect costs hereunder at the following billing rates. This INDIRECT COST provision does not operate to waive the LIMITATION OF FUNDS Clause. The Contractor's audited final indirect costs are allowable only insofar as they do not cause the Contractor to exceed the total estimated costs for performance of the contract listed on page 2 (SECTION B) and under the PAYMENT provision above.

Indirect costs are allowable under this contract as follows:

<i>Indirect Rate Type</i>	<i>Rate (%)</i>	<i>Base</i>
<i>(Information to be filled in at award)</i>		

NOTE: The Government may adjust the rates as appropriate based on Government audit results.

ESCALATION RATES

The maximum amount of allowable annual escalation on direct labor costs is ____% of the approved direct labor costs. The Contractor shall not exceed the amount without prior approval of the Contracting Officer.

TRAVEL AND PER DIEM

Travel and Per Diem authorized under this contract shall be reimbursed in accordance with the Government Travel Regulations currently in effect. The total travel costs shall not exceed the amounts indicated without express written approval of the Contracting Officer.

Travel requirements under this contract shall be met using the most economical form of transportation available. If economy class transportation is not available, the request for payment voucher must be submitted with justification for use of higher class travel indicating dates, times, and flight numbers. All travel shall be scheduled sufficiently in advance to take advantage of offered discount rates, unless authorized by the Contracting Officer.

NOTE: [For proposal preparation purposes only: See Section L for guidance on preparing a cost estimate for travel.]

CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The Contracting Officer has designated (to be inserted at award) as the Technical Representative (COTR) to assist in monitoring the work under this contract. The COTR is responsible for the technical administration of the contract and technical liaison with the Contractor. The COTR IS NOT authorized to change the scope of work or specifications as stated in the contract, to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, delivery schedule, period of performance or other terms or conditions.

The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this contract shall not be construed to authorize the revision of the terms and conditions of this contract. The Contracting Officer shall authorize any such revision in writing.

SUBCONTRACTS - ADVANCE NOTIFICATION AND CONSENT

Under this contract, the requirements of FAR 44.2, CONSENT TO SUBCONTRACTS, have been fulfilled for the following subcontracts: [to be inserted at award] Any future change or revision to the Statement of Work or other applicable aspects of this contract shall include the subcontract(s) only to the extent that performance of the subcontract(s) is directly affected by the change or revision.

KEY PERSONNEL

The Contractor has designated (to be inserted at award) as key personnel under this contract. In

the event that the key personnel become unavailable to continue in the performance of this contract, the appointment of a replacement shall be subject to prior approval of the Contract Officer. Key personnel shall include the Program Manager at a minimum.

PROFESSIONAL STAFFING

The Contractor agrees to assign the following professional staffing to this contract work (as negotiated). In the event the Contractor finds it necessary to replace any of the assigned personnel during the performance of the contract, the Contracting Officer shall be notified in advance.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

LIMITATION ON FUTURE CONTRACTING/CONFLICT OF INTEREST

In accordance with FAR 9.5, FHWA has determined that a significant conflict of interest may arise if the Contractor who develops the benchmark testing plan required herein has current or planned employment and/or business relations with a profiler equipment manufacturer. Furthermore, FHWA has determined that a significant conflict of interest may arise if the Contractor who develops the benchmark testing plan required herein engages in employment and/or business relations with a profiler equipment manufacturer for a period of three years after the contract period of performance.

Note: For purposes of this section, “business relations” include, but are not limited to, advisory/consultant services related to the commercial sale of pavement profiler equipment.

Accordingly, to ensure that the Contractor delivers an objective and unbiased benchmark testing plan, it is agreed by the parties of this contract that the Contractor will be restricted in its future contracting pursuant to the manner described below.

The Contractor and designated key personnel will not have any employment or business relations with profiler equipment manufacturers for the duration of this contract and for three years from the completion date of this contract.

If the Contractor, under the terms of this contract, is required to develop specifications or statements of work, or materials leading directly, predictably or without delay to a statement of work to be used in the competitive procurement of a system or services, the Contractor shall be ineligible to perform the work described within that solicitation as a prime Contractor, subcontractor, Consultant, or in any capacity to any supplier under an ensuing FHWA contract. Such restrictions shall remain in effect for one year following the completion date of this contract.

POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

(a) Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.15 (or FAR 36.201 for construction, or FAR 36.604 for

Architect-Engineering). The final performance evaluations will be prepared at the time of completion of work.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor can elect to review the evaluation and submit additional information or a rebuttal statement. The Contractor will be permitted 30 days to respond. Contractor response is voluntary and is not mandatory. Any disagreement between the parties regarding an evaluation will be referred to an individual at a level above the Contracting Officer, whose decision is final. Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

(b) Electronic Access to Contractor Performance Evaluations

FAR 42.15 (or FAR 36.201 for construction, or FAR 36.604 for architect-engineering) require agencies to prepare interim and final evaluations of contractor performance. The U.S. Department of Transportation utilizes the National Institutes of Health (NIH) Contractor Performance System (CPS) to record and maintain past performance information. The CPS module for architect-engineer contracts is not yet available therefore the following information regarding electronic access does not apply to architect-engineer contracts.

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following URL: <https://cpscontractor.nih.gov/>. The registration process requires the Contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify a secondary contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time period. Once the Contractor is registered and a performance evaluation has been prepared and is ready for comment, the CPS will send an email to the contractor representative notifying that individual that a performance evaluation is electronically available for review and comment. (End Of Clause)

PART II

SECTION I - CONTRACT CLAUSES

PRINTING RESTRICTIONS

All printing funded by this agreement must be done in conformance with Joint Committee on Printing regulations as prescribed in Title 44, United States Code, and Section 308 of Public Law 101-163, and all applicable Government Printing Office and Department of Transportation regulations.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://acquisition.gov/far>.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

1. 52.202-1 Definitions (JUL 2004)
2. 52.203-3 Gratuities (APR 1984)
3. 52.203-5 Covenant Against Contingent Fees (APR 1984)
4. 52.203-6 Restrictions on Subcontractor Sales to the Government. (SEPT 2006)
5. 52.203-7 Anti-Kickback Procedures (JUL 1995)
6. 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
7. 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
8. 52.203-12 Limitation on Payment to Influence Certain Federal Transactions (SEP 2005)
9. 52.204-4 Printed or Copied Double-Sided on Recycled Paper. (AUG 2000)
10. 52.204-7 Central Contractor Registration (JULY 2006)
11. 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEPT 2006)

12. 52.215-2 Audit and Records - Negotiation (JUN 1999)
13. 52.215-8 Order of Precedence - Uniform Contract Format (OCT 1997)
14. 52.215-11 Price Reduction for Defective Cost or Pricing Data – Modifications (OCT 1997)
15. 52.215-13 Subcontractor Cost or Pricing Data – Modifications (OCT 1997)
16. 52.215-15 Pension Adjustments and Asset Reversions. (OCT 2004)
17. 52.215-17 Waiver of Facilities Capital Cost of Money (OCT 1997)
18. 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (JUL 2005)
19. 52.215-19 Notification of Ownership Changes (OCT 1997)
 - (a) The Contractor shall make the following notifications in writing:
 1. When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 2. The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
 - (b) The Contractor shall -
 - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
 - (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k). (End of clause)
20. 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (OCT 1997)
 - (a) *Exceptions from cost or pricing data.* (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable -
 - i. *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
 - ii. *Information on modifications of contracts or subcontracts for commercial items.* (A) If -
 - (b) The original contract or subcontract was granted an exception from cost or pricing data

requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

- (c) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.
 - i. (B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include -
 - (2) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.
- (d) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (e) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
 - (1) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.
- (b) *Requirements for cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:
 - (a) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
 - (b) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2. (End of clause)

21. 52.216-7 Allowable Cost and Payment (DEC 2002)

The designated payment office will make interim payments for contract financing on the “30th” day after the designated billing office receives a proper payment request.

22. 52.216-8 Fixed Fee (MAR 1997)

23. 52.219-4 Notice of Price Evaluation Preference for HUBZone SmallBusiness Concerns (JUL 2005)

24. 52.219-8 Utilization of Small Business Concerns (MAY 2004)

25. 52.219-23 Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005)

26. 52.222-2 Payment for Overtime Premiums (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed [\$ 0] or the overtime premium is paid for work:
 - (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
 - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
 - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.

- 27. 52.222-3 Convict Labor (JUN 2003)
- 28. 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- 29. 52.222-26 Equal Opportunity (APR 2002)
- 30. 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)
- 31. 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (SEPT 2006)
- 32. 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)
- 33. 52.223-6 Drug-Free Workplace (MAY 2001)
- 34. 52.223-14 Toxic Chemical Release Reporting (AUG 2003)
- 35. 52.225-13 Restrictions on Certain Foreign Purchases (FEB 2006)
- 36. 52.227-1 Authorization and Consent (JUL 1995) – Alternate I (APR 1984)
- 37. 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
- 38. 52.227-14 Rights in Data - General (JUN 1987)
- 39. 52.227-16 Additional Data Requirements. (JUN 1987)
- 40. 52.228-7 Insurance - Liability to Third Persons (MAR 1996)
- 41. 52.232-17 Interest (JUN 1996)
- 42. 52.232-22 Limitation of Funds (APR 1984)

- 43. 52.232-23 Assignment of Claims (JAN 1986)
- 44. 52.232-25 Prompt Payment (OCT-2003) -- Alternate I (Feb 2002)
- 45. 52.232-33 Payment by Electronic Funds Transfer – Central Contract Registration (OCT 2003)
- 46. 52.233-1 Disputes (JUL 2002)
- 47. 52.233-3 Protest after Award (AUG 1996) - Alternate I (JUN 1985)
- 48. 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 49. 52.242-1 Notice of Intent to Disallow Costs (APR 1984)
- 50. 52.242-4 Certification of Final Indirect Costs (JAN 1997)
- 51. 52.242-13 Bankruptcy (JUL 1995)
- 52. 52.243-2 Changes - Cost-Reimbursement (AUG 1987) - Alternate V (APR 1984)
- 53. 52.244-2 Subcontracts (AUG 1998) - Alternate II (MAR 2005)
- 54. 52.244-5 Competition in Subcontracting (DEC 1996)
- 55. 52.244-6 Subcontracts for Commercial Items (SEPT 2006)
- 56. 52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (MAY 2004)
- 57. 52.246-25 Limitation of Liability - Services (FEB 1997)
- 58. 52.247-34 F.o.b. Destination (NOV 1991)
- 59. 52.249-6 Termination (Cost-Reimbursement) (MAY 2004)
- 60. 52.249-14 Excusable Delays (APR 1984)
- 61. 52.253-1 Computer Generated Forms (JAN 1991)

**II. DEPARTMENT OF TRANSPORTATION ACQUISITION REGULATIONS
(48 CHAPTER 12) CLAUSES**

1252.223-73 Seat Belt Use Policies and Programs (APR 2005)

1252.242-71 Contractor Testimony (OCT 1994)

1252.242-72 Dissemination of Contract Information (OCT 1994)

1252.242-73 Contracting Officer's Technical Representative (OCT 1994)

1252.245-70 Government property reports (OCT 1994)

ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

None.

PART III

SECTION J - LIST OF ATTACHMENTS

1. FHWA Cost Reimbursement Billing Instructions – 4- pages
2. Sample Format Price Proposal Budget Summary – 1 page
3. Past Performance Questionnaire – 3 pages

PART IV**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS OR QUOTERS**

52.302-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (SEP 2005)

52.204-5 Women-Owned Business (Other Than Small Business) (MAY 1999)

52.204-8 Annual Representations and Certifications (JAN 2006)

- a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.
- (2) The small business size standard is \$4.5 million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is \$4.5 million.
- (b) (1) If the clause at 52.204-7, Central Contractor Registration is included in this solicitation, paragraph (b) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- [] (i) Paragraph (b) applies.
- [] (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause No.	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

(please show the RFP number and closing date on the forwarding envelope)

NOTE: Couriers generally cannot deliver sealed bids or offers directly to Room 4410 in the Department of Transportation building at 400 Seventh Street, SW, Washington, D.C. (the DOT Nassif Building). Only uniformed couriers dressed in a uniform bearing their organization's name and possessing official identification may deliver proposals or sealed bids directly to Room 4410. Special security procedures have been instituted which prohibit non-uniformed couriers from delivering material directly to offices. Couriers must deliver material to the southwest guard station of the building. The guard will accept the material, dismiss the courier, and then the material will be examined and x-rayed prior to being delivered to Room 4410 through the normal building mail delivery procedures, which could add one or more working days. Couriers and individuals delivering packages must have them x-rayed behind the southwest guard station at the DOT Nassif Building (hours of operation: 7 am to 5 pm local time) prior to delivery to Room 4410. Offerors must make allowances for these procedures in order to assure that offers arrive in Room 4410 on time. **Bids/offers must be received in Room 4410 by the time and date due, to be considered timely,** not just delivered to a guard station, the Nassif mailroom or loading dock. To assist in expediting delivery, the outside of the envelope/package containing the offer must be marked with the completed Optional Form 17, Offer Label, available on line at www.fedbizopps.gov.

This RFP is being transmitted electronically. Offerors are reminded that if you download copies of this or any other solicitation you will NOT automatically receive amendments to those solicitations. It is your responsibility to check back frequently to the download source to see if any amendments have been issued to solicitations you have downloaded. All amendments will be posted to, and downloadable from the following site: **<http://www.fedbizopps.gov/>**

Please direct all questions to Ms. Aimee Drewry at email Aimee.Drewry@dot.gov or phone number (202) 366-4211.

Note: Ms. Aimee Drewry will be out of the office from October 16, 2006 to October 27, 2006, should you have any questions during this time, please direct them to Ms. Sarah Tarpgaard at email Sarah.Tarpgaard@dot.gov or phone number (202) 366-5750.

COMMUNICATIONS PRIOR TO CONTRACT AWARD

Offerors shall direct all communications to the attention of the Contract Specialist or the Contracting Officer cited on the face page of this RFP. Communications with other officials may compromise the competitiveness of this acquisition, and result in cancellation of the solicitation.

NOTE: With respect to The Procurement Integrity Act requirements regarding "proprietary information," your attention is directed to FAR 3.104-4(j)(1), (2) and (3).

NOTE: Facsimile bids/proposals will not be considered for this solicitation.

NOTE: Pursuant to FAR 52.215-1 (JAN 2004), subparagraph (f)(4), the Government intends to evaluate proposals and make awards without discussion with Offerors. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost and technical standpoint. The Government reserves the right to conduct discussion if the Contracting Officer determines that they are necessary.

Central Contractor Registration

This Solicitation contains, and its resulting contract will contain FAR clause 52.204-7, "**Central Contractor Registration.**" All contractors desiring to receive awards of DOT contracts, purchase orders, delivery orders, or other contractual vehicles **must** be registered in the Central Contractor Registration (CCR) database before receiving an award, and throughout the contract's period of performance. The CCR is a Department of Defense web-based repository of contractor information.

Interested offerors should read and understand the requirements of FAR 52.204-7. The offeror must register in the CCR prior to receiving any DOT contract awards, and must maintain current, updated information in CCR throughout the performance period of the contract. The Electronic Funds Transfer information in the CCR must be accurate in order for contractors' invoices or contract financing requests to be considered proper invoices for the purpose of prompt payment under DOT contracts. Offerors can register in CCR at any time and are encouraged to do so immediately.

Offerors may register in the CCR database and obtain additional information at <http://www.ccr.gov>, or by calling 1-888-227-2423. The contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the DOT's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the contractor must confirm on an annual basis that its information in the database is accurate and complete.

*******ALERT***** FRAUDULENT CCR LETTERS*******

Recently, current U. S. Department of Transportation (DOT) contractors and potential contractors have received fraudulent letters purporting to be issued by DOT. These fraudulent letters request that current or potential contractors register in the DOD Central Contractor Registration System (CCR). If you receive such a letter, please DO NOT complete the requested CCR worksheet that is attached to the letters and DO NOT release any information to the facsimile number cited in the letter. Please be aware that no Federal agency requires any confidential information to be submitted to verify CCR registration. The CCR is a legitimate government system. However, to register, contractors should go directly through the CCR website and never through a third party. There is no requirement to send information directly to any Federal agency. For

information on how to register in the CCR, please visit website www.ccr.gov <<http://www.ccr.gov>> or <<http://www.ccr.gov/index.cfm>>.

THIS REQUIREMENT IS FULL AND OPEN COMPETITION. There is NO incumbent Contractor. This is a NEW requirement.

INSTRUCTIONS FOR PREPARATION OF PROPOSALS

NOTE: The Government's evaluation criteria are delineated in Section M, herein. Offerors are advised to carefully review Section M in preparing their proposal submissions.

NOTE: For proposal preparation purposes, Offerors should assume an estimated award date of January 31, 2007.

NOTE: Offerors should indicate under Volume I of the proposal the name(s) and title(s) of the person(s) who actually wrote the proposal and his/her relationship to the offering company.

PROPOSAL SUBMITTAL LOCATION

Offerors shall submit one original and one electronic copy of the proposal. The mailing address for submitting the original copy of the proposal is as follows:

Mailing Address: Federal Highway Administration
Office of Acquisition Management
400 Seventh Street, SW, Room 4410
Washington, DC 20590
Attn: Ms. Aimee Drewry (HAAM-40F)

The E-mail address for submitting the electronic copy of the proposal is as follows:

E-mail Address: Aimee.Drewry@dot.gov

Note: When submitting the electronic copy of the proposal, VOLUME I - "TECHNICAL PROPOSAL" and VOLUME II - "BUSINESS AND COST/PRICE PROPOSAL" shall be submitted as separate files. FHWA is capable of receiving e-mails up to 10 megabytes each, should a proposal exceed 10 megabytes, the proposal shall be sent using separate e-mails up to 10 megabytes each.

Note: Any technical difficulties encountered when submitting proposals shall be reported to Ms. Aimee Drewry on or before the proposal due date. Both the original and electronic copy of the proposal must be received in Room 4410 by the time and date due, to be considered timely.

PROPOSAL FORMAT

The proposal shall consist of two volumes as follows:

VOLUME I - “TECHNICAL PROPOSAL” This volume shall consist of three parts: Part I - Technical Capabilities; Part II - Staffing Proposal, and Part III - Facilities and Equipment. These three parts shall be bound together in a single volume that is separately bound from Volume II.

The combined total page count of Volume I shall not exceed 50 pages including text, figures, tables, resumes and appendices. Should the Offerors choose to include a Title Page and/or a Table of Contents, these will not be counted against the 50-page limit. In the event an Offeror's proposal exceeds the 50-page limitation, the Government will evaluate only the first 50 pages of the proposal.

VOLUME II - “BUSINESS AND COST/PRICE PROPOSAL.” This volume shall be bound separately from Volume I. This volume shall consist of Part I – Cost/Price Information; Part II – Other Financial/Organizational Information; and Part III (in original copy only) – Past Performance Questionnaires. There is no page limit on Volume II.

The format of the above proposal volumes shall be as follows:

1. Proposals shall be prepared on 8½ x 11 inch paper except for foldouts used for charts, tables or figures, which shall not exceed 11 x 17 inches. Foldouts shall not be used for text, and shall count as two pages.
2. A page is defined as one side of an 8 ½ by 11 inch paper. Therefore, a piece of paper with printing on both sides is considered two pages.
3. Text shall be printed using a font size no less than 12 cpi.
4. Page margins shall be a minimum of 1 inch top, bottom and each side.
5. No cost/price data shall be included in Volume I.

VOLUME I - TECHNICAL PROPOSAL

PART I - TECHNICAL CAPABILITIES

A technical dissertation describing in detail how you would proceed if awarded a contract. Include the following elements in your technical proposal (see also the statement of work and the technical evaluation criteria):

1. Technical and management approach.
2. An organized work plan setting forth a specific schedule of the work to be performed.
 1. The start and completion of all activities.

2. Related requirements of manpower.
3. Other resources assignable to each activity.
3. A detailed description of the firm's previous experience in performing similar projects.

PART II – STAFFING PROPOSAL

The Staffing Proposal shall consist of a clear description of the proposed staff's qualifications as they relate to the key specified positions and to the performance of this contract. Provide the names of all personnel and the positions they will occupy as related to this project. Provide a chart delineating staff hours estimated by personnel for each task. Resumes of all key personnel shall also be included. The resumes shall clearly identify and describe the individual's education, experience and length of service with the company as it relates to the performance of this contract. Provide evidence that all proposed personnel are available and committed to fulfill the proposed level-of-effort. Provide letters of commitment for new hires. (See below for the recommended staffing level of effort).

NOTE: Staffing information shall be provided on a task-by-task basis by discipline.

NOTE: Offerors shall refer to the technical evaluation in Section M in preparing their staffing proposals.

ESTIMATED LEVEL OF EFFORT

The Government's estimate of professional staffing for the project is outlined in the chart below. These estimates are advisory and should be used as a general guide and not be considered as a maximum or minimum limit by the offerors in preparing their proposal.

Position	Estimated Number of Hours
Principal Investigator/ Senior Research Engineer	1,530
Research Engineer(s)	2,350
Total	3,880

PART III - FACILITIES AND EQUIPMENT

The Facilities and Equipment section shall include a detailed description of the offeror's facilities and equipment that will be used during the performance of the contract. This section shall include the offeror's anticipated testing location. It is acceptable for an offeror to identify one or more testing locations under consideration.

Note: Final testing location selection is not required until performance of Task B under the awarded contract.

VOLUME II - BUSINESS AND COST/PRICE PROPOSAL

This volume shall include all pricing information, certain general financial/organizational information, and past performance questionnaires as described below:

PART I - COST/PRICE INFORMATION

Your cost or price proposal shall be specific, complete in every detail, and separate from your Volume I, Technical Proposal. Cost figures must not be shown in the forwarding letter or in the Volume I, Technical Proposal.

1. Offer

Blocks 12 through 18 of Standard Form 33 (Page 1 of this RFP) must be filled in as appropriate, signed and returned with the offer.

2. Standard Form LLL

Disclosure of Lobbying Activities must be completed and submitted as a part of your cost/price proposal. The Form as revised in 1997 is available at <http://www.whitehouse.gov/OMB/grants/index.html> under the forms section.

3. Cost/Price Detail

Submit your cost or price breakdown using the attached sample. Clearly identify all costs and data in support of the proposed cost/price.

PART II - OTHER FINANCIAL/ORGANIZATIONAL INFORMATION

1. Adequate price competition is expected to exist, and your proposal is therefore exempted from the requirement for submission of cost or pricing data. However, offerors shall submit a budget summary for the entire 20 months contract period of performance and a separate summary for each year of the project. Budget summaries shall clearly identify the following information as applicable:

- a. Labor Rates - Direct labor-by-labor categories to include hours, rates and escalation. Anticipated promotions for any personnel shall be included with the escalation calculation. The annual direct labor escalation rate and its basis shall be clearly stated with the proposal. Discuss your proposed rate as compared to historical experience and include when and how escalation will be calculated/implemented. State the number of any additional direct labor (new hires) that will be required during the performance period of this contract.
- b. Productive Hours – Detail how you define “direct productive hours” and how vacation, sick and other types of leave are accrued, accounted for, and charged.
- c. Indirect Rates – Discuss your proposed rates for all years. Identify all the various specific indirect rates including what they are (pool and base), and what they are based on (e.g., labor overhead based on direct labor dollars) and how they are applied/calculated.

Offerors must provide dollar values as well as percentages. What will the impact be to your indirect rates if awarded this contract?

- d. Subcontracting/Consultants: If subcontractors and/or individual consultants will be used in carrying out the requirements of this project, the following information concerning the Subcontractor shall be furnished:

- (1) Name and address of the subcontractor or consultant.
- (2) Identify the individual's name, positions and the portion of work to be conducted by the subcontractor or consultant.
- (3) Cost/price proposal (with supporting information as necessary).

NOTE: Prime Contractors/Offerors are responsible for performing a cost/price analysis on all their proposed subcontractors/consultants in accordance with FAR 15.404-3. *A cost/price analysis report must accompany each named subcontractor/-consultant as defined at FAR 15.404-3.*

- (4) A letter or other statement from each proposed consultant and/or subcontractor indicating that they have been approached on the matter of participation in this project and are willing and able to do so in the terms indicated.

- e. Other Direct Costs: Offerors must provide a breakout of Other Direct Costs by category (travel, equipment, etc.)

NOTE: For proposal preparation purposes, all Offerors shall assume Travel Costs of \$20,000 for the entire 20 month period of performance as follows: Year 1 (12 months), \$12,000; Year 2 (8 months), \$8,000.

Other Division: If other divisions, subsidiaries, a parent or affiliated companies, will perform work or furnish materials under this proposed contract, please provide the name and location of such affiliate and your inter company pricing policy.

Right of Examination: By submitting your proposal, you, if selected for negotiation, grant the CO or an authorized representative the right to examine those books, records, documents, and other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time before award. The FHWA may use an independent Contractor for cost and price analyses.

NOTE: A budget summary shall be submitted for each year of the contract and for the entire 20-month period (see Section J Attachment 1).

- f. Profit/Fee: Offerors shall include a proposed fee and its base. For pricing purposes, Offerors shall propose fee based upon the assumption of all cost-plus-fixed-fee task orders.

NOTE: This information is necessary to determine the adequacy of the offeror's proposal, e.g., information adequate to validate that the proposed costs are consistent with the technical proposal, or cost breakdowns to help identify unrealistically priced proposals.

Any information submitted must support the amount proposed. Include sufficient detail or cross-references to clearly establish the relationship of the information provided to the price proposed. Support any information provided by explanations or supporting rationale as needed to permit the Government to evaluate the documentation. Such information is not considered cost or pricing data, and will not require certification in accordance with FAR 15.406-2.

If, after receipt of offers, the Contracting Officer concludes there is insufficient information available to determine cost reasonableness and none of the exceptions described in FAR 15.403-1 applies, then cost or pricing data shall be obtained.

2. Additional Information

- a. Indicate your fiscal year period (provide month to month dates).
- b. Indicate whether the proposed indirect cost rate(s) have been audited and accepted by any Federal audit agency. Give name, location and telephone number of the agency, and the date of acceptance. If no Federal audit has taken place, data supporting the proposed rates over the past three years must accompany the cost proposal. The data shall include a breakdown of the items comprising overhead and G&A, and the base upon which the burdens are computed.
- c. Indicate whether your system of control of Government property has been approved by a Government agency. If so, provide the name, location and

telephone number of the Government agency, and date of approval.

- d. Indicate whether written purchasing procedures exist, and whether your purchasing system has been approved by a Government agency. If so, provide the name, location and telephone number of the cognizant agency, and date of approval.
- e. Indicate whether your cost estimating system has been approved by any Government agency. If so, provide the name, location and telephone number of the cognizant agency, and date of approval.
- f. Indicate whether your cost accumulation system has been approved by any Government agency. If so, provide the name, location and telephone number of the cognizant agency, and date of approval.
- g. Attach a current financial statement, including a balance sheet and income statement for the last completed fiscal year. Specify resources available to perform the contract without assistance from any other source. If sufficient funds are not available, indicate the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

PART III - PAST PERFORMANCE

In the original hard copy proposal, include a minimum of three completed Past Performance Questionnaires by the Offeror's customers (See Section J Attachment 3).

Note: Past Performance Questionnaires need not be included in the electronic submission of the proposal.

- 1. The completed questionnaires must be submitted by current (within the last three years) customers (commercial and/or Government) involving similar or related services.
- 2. The completed questionnaires shall be from independent sources.
- 3. Offerors must submit each completed customer questionnaire in a separate envelope that has been sealed by the customer for confidentiality.
- 4. The Government may contact the customer point of contact (POC) for verification. POC telephone and facsimile numbers must be accurate and current.
- 5. Failure to provide complete information regarding previous similar and/or related contracts may result in eventual disqualification. The contracting officer will consider such performance information along with other factors in determining whether the Offeror is to be considered responsible, as defined in FAR 9.101. The Offeror is responsible for

ensuring the questionnaires are completed in a timely manner and are submitted with its proposal.

AWARD

Until a formal notice of award is issued, no communication by the Government either written or oral shall be interpreted as a promise that an award will be made.

The Contracting Officer is the only individual who can legally commit or obligate the Government to the expenditure of public funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific written authorization from the Contracting Officer.

I. FEDERAL ACQUISITION REGULATIONS (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

- 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)**
- 52.215-1 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (JAN 2004)**
- 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2004)**
- 52.215-20 REQUIREMENTS FOR COST AND PRICING DATA OR INFORMATION OTHER THAN COST AND PRICING DATA - Alternate IV (OCT 1997)**
(a) Submission of cost or pricing data is not required.
(b) Provide information described below: See Instructions for Volume II.
- 52.216-1 TYPE OF CONTRACT (APR 1984)**
The Government intends to award a cost plus fixed fee contract as a result of this solicitation.
- 52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - TARGETS (OCT 2000)**
- 52.233-2 SERVICE OF PROTEST (AUG 1996)**
(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mr. Frank Waltos, HAAM-20, Room 4404, 400 Seventh Street, SW., Washington, D.C. 20590.
(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offerors is cautioned that the listed provisions may include blocks that must be completed by the Offerors and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offerors may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far> or <http://www.dot.gov/ost/m60>.

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows: None

SECTION M - EVALUATION FACTORS FOR AWARD**EVALUATION CRITERIA****General**

The Government's source selection decision will be based on the following three factors listed in descending order of importance - (A) Technical, (B) Cost/Price, and (C) Past Performance.

A. Technical

Note: FHWA will consider for award proposals which deviate from Statement of Work if such proposals adequately demonstrate a plan for achieving the research objective. Task descriptions are intended to provide a framework for conducting research. The FHWA is seeking the insights of offerors on how to best achieve the research objective. Offerors are expected to describe benchmark testing plans that can be realistically accomplished within the constraints of available funds and contract time.

The technical proposal will be evaluated based on the following criteria with items 1 and 2 being of equal importance and the subcriteria listed in descending order of importance.

1. Technical Approach

- A. The proposal demonstrates an understanding of the issues involved and a sound technical and management approach to successfully meet the contract objectives.
- B. The proposal demonstrates a sufficient level of effort to successfully meet the contract objectives.

2. Capabilities

- A. The proposal demonstrates that the offeror's proposed testing location, facilities, and equipment are adequate to successfully meet the contract objectives.
- B. The proposal demonstrates adequate staffing qualifications to successfully meet the contract objectives.
- C. The proposal demonstrates a sufficient level of organizational experience to successfully meet the contract objectives.

B. Cost/Price

In addition to the criteria listed above, relative cost/price will be considered in the ultimate award decision. Cost/price proposals will be analyzed to assess realism and probable cost to the Government. The proposed costs/prices may be adjusted, for the purpose of evaluation, based upon the results of the cost/price realism assessment.

C. Past Performance

The Government will evaluate the relevant merits of each offeror's past performance on the basis of its reputation with its former customers. The Government will review the following areas regarding past performance. The lack of a performance record may result in an unknown performance risk assessment, which will neither be used to the advantage or disadvantage of the offeror.

- Quality of Service;
- Timeliness of Performance;
- Price/Cost Control;
- Customer Satisfaction; and
- Relative Size and Scope of the Projects.

In evaluating Past Performance, the Government may consider information provided by offeror's in their proposal submissions, as well as any other information available to the Government.

BASIS FOR AWARD

The Government will accept the offer that is considered the most advantageous to the Government. In making its selection decision, the Government will consider the following criteria listed in order of importance:

- Technical
- Cost/Price
- Past Performance

When combined, technical and past performance are significantly more important than cost/price.